



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

April 20, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**FIVE-YEAR LEASE AND SUBLEASE OF TELECOMMUNICATION SITE
TEJON PEAK MICROWAVE SITE - GORMAN
(FIFTH DISTRICT) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find this action to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve the attached five-year telecommunication lease, with an additional five-year option to renew (Attachment I), between the County and the lessor, Ralphs Trust, (Lessor) for a microwave radio site at Tejon Peak, Gorman and instruct the Chairman to sign the lease, commencing upon Board approval.
3. Approve the attached five-year sublease, with an additional five-year option to renew (Attachment II), between the County and the sublessee, Southern California Edison Company (Edison), for joint use of the microwave site and instruct the Chairman to sign the sublease, commencing upon Board approval.
4. Authorize the Chief Administrative Office to implement this project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommendation is to provide the County continued use of this microwave site, which is part of an integral County-wide network system and is currently operating under a month-to-month tenancy. Edison has been a partner and joint user of this site since 1953 and was instrumental in the construction of the infrastructure and telecommunication facilities that supports the County's operations.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations further the Board-approved County Strategic Plan Goal 1 (Service Excellence) by providing the County's law enforcement and emergency service providers with a reliable communication network which is an essential component to protecting the communities they serve. Your Board's approval of these recommendations will also further Goal 4 (Fiscal Responsibility) by the implementation of a public/private partnership involving Edison as a joint user of the microwave site, which will be a direct benefit to the County through the reduction of rent expenses and property management costs.

FISCAL IMPACT/FINANCING

The annual rental cost for the first year of the lease term is \$14,400, which is subject to annual Consumer Price Index (CPI) adjustments capped at three percent. This cost represents the lower end range of market rates for this type of property and is offset by the annual sublease rental income from Edison of \$7,200 (also subject to annual CPI adjustments) over the five-year term. The annual net County cost for the lease is approximately \$7,200.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The subject property is located on Tejon Peak, a mountainous area located a few miles east of the unincorporated community of Gorman, just south of the Kern County and Los Angeles County boundary line. The leased parcel, measuring approximately 9,200 square feet, contains a fenced area of 2,600 square feet, which will be subleased to Edison. The size differential between the proposed lease and sublease areas will provide the County with the opportunity to expand the site in the future, if needed. The proposed subleased area is improved with communication facilities, consisting of two small buildings (totaling 285 square feet), an emergency generator, a microwave tower and other ancillary telecommunication equipment.

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April 20, 2004
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Since May 1953, the County has leased the Tejon Peak property for a microwave radio transmitter site which is critical to the County-wide communications system. In October 1953, your Board approved a sublease to Edison, along with subsequent renewals, which granted Edison the right to use and occupy the leased premises at no cost, in return for constructing, operating and maintaining a communication building, microwave tower, an underground power line and an access road to the site at Edison's expense. Edison was also required under the terms of the previous sublease agreement to provide the use of up to one-half of the microwave site's communication building, at no cost to the County.

The terms and conditions of the proposed lease will provide the County with the right to expand the microwave site if needed, at no additional cost, and allow for the construction of up to 1,500 square feet of building improvements. The County will also have the right to extend the lease for one additional five-year term upon exercise of the option by the Chief Administrative Office; and have the ability to terminate the agreement at any time, by providing a 30-day prior written notice.

The terms of the pending sublease provide the County with the continued use of one-half of the radio rack space in the communication room, owned and maintained by Edison, at no cost. In addition, Edison will pay \$600 per month (one-half of the County's monthly rent) and will maintain and operate their site improvements (except the emergency generator room and equipment which is owned and maintained by the County).

ENVIRONMENTAL DOCUMENTATION

The lease agreement is categorically exempt from the California Environmental Quality Act, specified in Class 1, Section r of the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board.

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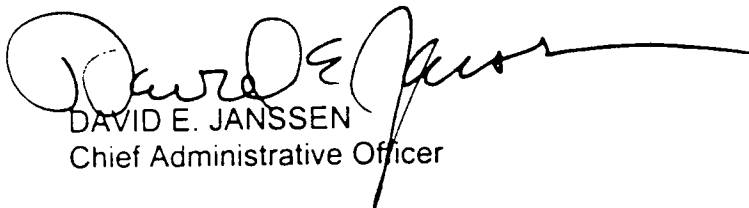
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no compromise of public safety missions or disruption of vital communication services.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return duplicate stamped copies of the adopted Board letter, a certified copy of the Minute Order, two fully conformed originals of the lease and sublease with original signatures to the CAO - Real Estate Division, 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
CB:CM:cc

Attachments (2)

c: County Counsel
Sheriff's Department
Internal Services Department

TejonPeak b

**TELECOMMUNICATIONS SITE LEASE
TEJON PEAK MICROWAVE FACILITY**

THIS LEASE AGREEMENT ("Agreement"), made and entered into in duplicate original this ____ day of _____, 2004,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County";

AND

RALPHS TRUST
(Fed No. 77-60-70-796), comprised of the following trustees,
Ronald A. Ralphs
C. Douglas Ralphs
Ruth M. Ralphs
Steven C. Sonder
James L. Ralphs III, hereinafter referred to as "Lessor";

WITNESSETH:

WHEREAS, the parties entered into County Lease No. 430-T (AKA 1141) on June 8, 1953; whereby Lessor leased to the County a certain parcel of land for use as a microwave site, commonly known as Tejon Peak in Gorman;

WHEREAS, on January 23, 1973, Amendment No.1 was approved to expand the existing 192 square feet building on the site by approximately 92 square feet, and also authorized the County to cause one or more building additions to be added, so long as the total square footage of said building, plus building additions did not exceed 1,000 square feet; and to acknowledge County Agreement No. 302-YY, entered into by the County and Southern California Edison Company on October 13, 1953, whereby the County granted Southern California Edison Company certain rights to construct the communications building and other telecommunication facilities for the installation, operation and maintenance of their respective microwave communication systems for joint use; and

WHEREAS, on May 25, 1993, Amendment No. 2 was approved to provide a lease extension of ten (10) years, rental adjustments, and a cancellation clause.

WHEREAS, County Lease No. 430-T (AKA 1141) expired on May 25, 2003 and County now desires to enter into a new master lease for the land with Ralphs Trust (Fed No. 7-60-70-796, as successor-in-interest to Ralphs.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. PREMISES

Lessor hereby leases to the County and County hereby hires and rents from Lessor on the terms and conditions hereinafter set forth, that certain property located within a parcel of land measuring three hundred (300) feet by three hundred (300) feet in size situated in a portion of Section 8, Township North, Range 18 West, S.B.B.M., in the County of Los Angeles, State of California, more particularly depicted on Exhibit "A" ("Premises") attached hereto and by this reference incorporated herein.

2. PURPOSE

The sole purpose of this Agreement is to allow the County the right to use the Premises as a joint-use microwave communication facility with the County's Sublessee Southern California Edison Company ("Edison") or any other telecommunication user County deems acceptable during the term of this Agreement and any extension thereof, along with the right of County and/or designee to construct, use, maintain, install, repair and operate the following: (i) communication building(s) so long as the total square footage of said building(s), plus additions, does not exceed one thousand five hundred (1,500) square feet, and does not require more land than leased; and (ii) the right to construct, install, repair, use, operate and maintain any type of appurtenant telecommunication facilities, including, but not limited to, telecommunication towers, a standby emergency generator building/equipment and any other ancillary telecommunication equipment and/or service components required to facilitate the operation of telecommunication systems.

3. TERM

3.01 The term of this Agreement shall be for a period of five (5) years commencing upon the approval by the Board of Supervisors, and expiring five (5) years thereafter. County shall have the option to renew this Agreement for an additional period of five (5) years under the same terms and conditions, provided the County's Chief Administrative Office (CAO) exercises its right to renew this Agreement and notifies Lessor in writing not less than thirty (30) days prior to expiration of the Lease.

3.02 In the event County holds over beyond the end of the term herein provided, or any renewal thereof, this Agreement shall be from month-to-month only, subject to the terms and conditions of this Agreement.

4. CONSIDERATION

The County hereby agrees to pay as consideration for said demised Premises during the term hereof the sum of One Thousand Two Hundred and No/100 Dollars (\$1,200.00) per month payable in advance by the Auditor's General Warrant. Payments shall be payable within fifteen days after the first day of each and every month of the term hereof provided Lessor has caused a claim therefore for each such month to be filed with the County Auditor of the County of Los Angeles prior to the first day of each month.

Lessor may terminate this Agreement upon thirty (30) days written notice to both the County and Edison, in the event County defaults in the payment of rent. The Lease will not be terminated if the County or Edison or other joint-user pays the rent within fifteen (15) days from receiving written notice of default.

5. RENTAL ADJUSTMENT

5.01 Commencing with the second (2nd) anniversary of the Agreement's term, and for each successive one (1) year period thereafter, the amount set forth in Paragraph 4.01 shall be subject to adjustment. The rental amount shall be adjusted in accordance with the formula set forth in Paragraph 5.02. The "Base Index" shall be the index published in the month immediately preceding the month in which the term commences.

5.02 The method for computing the adjustment shall be by reference to the Consumer Price Index ("CPI") for all Urban Consumer for the Los Angeles-Long Beach-Anaheim Metropolitan area, all items published by the United States Department of Labor, Bureau of Labor Statistics, Base 1982-1984, hereinafter referred to as "Index".

The adjustment shall be calculated by multiplying the base (\$1,200.00 per month), by a fraction, the numerator being the New Index, which is the Index published in the month immediately preceding the month the adjustment is to be effective, and the denominator being the Base Index which is the Index published the month immediately preceding the month in which the Lease commenced. The formula shall be as follows:

$$\frac{\text{New Index}}{\text{Base Index}} \times \$1,200.00 = \text{Monthly Rent}$$

If the Index is changed so that the base year of the Index differs from that used at the Effective Date of this Agreement, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of this Agreement, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

In no event shall the monthly adjusted rent based upon the CPI formula set forth in Paragraph 5.02 result in an annual increase greater than three percent (3%) of the monthly base year rent of \$1,200.00.

6. TAXES

Lessor shall be responsible for and pay promptly all real property taxes, assessments and special assessments which may be levied or assessed against the Premises during the term of this Lease or any renewal or hold-over period thereof. In the event Lessor fails or refuses to pay any or all of the taxes or assessments when due, County may give Lessor thirty (30) day calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the installments of rent next due as a charge against the Lessor.

7. SITE INSPECTION

The County acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the intended use. The County accepts the Premises in its present physical condition and agrees to make no demands upon Lessors for any repair, improvement or alteration thereof.

8. DAMAGE OR DESTRUCTION

Lessor agrees that should the demised Premises and facilities thereon be damaged by fire, incidents of war, earthquake, or other violent action of the elements as to render them reasonably unfit for the County's use, the County and/or Edison shall use its best efforts within one hundred eighty (180) days of such occurrence to repair the damaged facilities on the Premises.

In the event of damage by any such cause which results in damage to forty percent (40%) or more of the net usable area of improvements, then the County shall either commence the repair and restoration, or terminate the Lease in which case the County shall surrender the Premises to the Lessor and shall not be obligated for any further rental under the Lease.

The County shall be entitled to a proportionate reduction of rent while repairs are being made effective on the date of such destruction. The proportionate reduction is to be based upon the proportion that the space is rendered unusable to County bears to the whole thereof. The County shall not be entitled to an abatement of rent pursuant to this provision when the damage to the Premises is the result of negligence by County's employees.

9. INDEMNIFICATION

Lessor agrees to indemnify, defend and save harmless County, its agents, officers and employees from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected Lessor's ownership of the Premises.

County shall indemnify, defend and hold Lessor free and harmless from any and all liability, claims, loss, damages or expenses (including defense costs and legal fees), arising by reason of bodily injury, death, personal injury, or property damage resulting from the County's activities under this Lease on the Premises.

10. RESTORATION OF THE PREMISES

Lessor agrees that any existing facilities and any facilities to be constructed or placed on the Premises by County and/or Edison shall at all times remain the sole property of County and/or Edison. At the expiration of the term of this Lease, or any extension or holdover period thereof, County and/or Edison shall remove at its own cost and expense, any improvements which it has constructed or placed on the Premises.

11. ACCESS ROAD

Lessor hereby grants the right to County, Edison and County's designee at the Premises, a nonexclusive right to use during the term of this Agreement and any extension thereof, the existing access roads serving the Premises. Said right of use will not impose the obligation or duty to perform maintenance of said roads.

12. POWER

Lessor hereby acknowledges Edison's right to use, operate and maintain an existing Edison-owned underground power line located between Edison's Gorman substation and the Premises, without imposing any duty or obligation upon Edison.

13. ASSIGNMENT; SUBLETTING

The County, with Lessor's prior written consent, which will not be unreasonably withheld, shall have the right to assign or sublease this Lease to Edison upon the condition that the assignee or sublessee expressly assumes and agrees in writing to pay rent and adhere to the terms and conditions contained in said Lease.

14. AUTHORITY

Only the Board of Supervisors has the authority, by formally approving and/or executing this Lease, to bind the County to the terms included herein. Each individual executing this Lease on behalf of the Lessor represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the Lessor, and that this Lease is binding upon Lessor in accordance with its terms.

15. NOTICES

Notices desired or required to be given by this Lease or by any law now in effect may be given by enclosing the same in a sealed envelope, Certified Mail - Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to Lessor as follows:

**Ralphs Trust
P.O. Box 81
Gorman, CA 93243
Attention: Jan Bircumshaw
Phone: (661) 248-8501 - Fax: (661) 248-6397**

or such other places in California as may hereinafter be designated in writing by Lessor. The notices and envelope containing the same to the County and Edison shall be addressed as follows:

**County of Los Angeles
Chief Administrative Office - Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager, Property Management
Phone: (213) 974-4200 - Fax: (213) 217-4968**

**Southern California Edison Company
14799 Chestnut Street
Westminister, CA 92683-5240
Attention: Corporate Real Estate**

16. CANCELLATION

County reserves the right to cancel this Lease, or any renewal thereof, upon giving a thirty (30) day prior written notice to Lessor without incurring any liability whatsoever, in the event it determines it no longer requires leasing the Premises. The County agrees that it will notify Lessor and Edison sixty (60) days prior to issuing a termination notice to determine if Edison is agreeable to an assignment of the County's leasehold interest, subject to the terms and conditions of this Agreement.

17. HAZARDOUS MATERIALS

17.01 The County hereby warrants and represents that it shall comply with all federal, state and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Premises. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as may be amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8, as may be amended.

17.02 The County and Lessor agree to immediately notify each other when either party is aware that hazardous substances have been released on the Premises, or released by any other tenant on the Premises. Should the presence of hazardous substances on the Premises be discovered, which is not caused by County and threatens the health and safety of County's agents or invitees, as determined at County's sole discretion, it shall entitle County to immediately terminate this Lease. In the event of such termination, County shall not be obligated for any further monthly payments and Lessor shall refund any unearned monthly payments paid by County, calculated at a daily rate based on the regular monthly payment.

18. BINDING ON SUCCESSORS

Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Lessor, and wherever the context permits or requires the successors in interest to the County.

19. ACKNOWLEDGEMENT BY LESSOR

Lessor acknowledges that it is aware of the following provisions:

- (a) **Consideration of GAIN Program Participants.** Should Lessor require additional or replacement personnel after the effective date of this Lease, Lessor shall give consideration for any such employment, openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GRAIN") Program who meet Lessor's minimum qualifications for the open position.
- (b) **Solicitation of consideration.** It is improper for any County officer, employee or agent to solicit consideration in any form from a lessor with the implication, suggestion or statement that the lessor's provision of the consideration may secure more favorable treatment for the lessor in the award of the Lease or that lessor's failure to provide such consideration may negatively affect the County's consideration of the lessor's offer to lease. A lessor shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Lease.

Lessor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Lessor's submission being eliminated from consideration

20. LOBBYIST

Lessor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Lessor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Lessor or any County lobbyist or County lobbying firm retained by Lessor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this agreement upon which County may immediately terminate or suspend this Lease.

21. GENERAL PROVISIONS

(a) **Waiver.** No waiver by Lessor or County of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lessor or County of the same or any other provision. Lessor's or County's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's or County's consent to or approval of any subsequent act by the Lessor or County.

(b) **Headings.** Titles to Sections in this Lease are not part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(c) **Time.** Time is of the essence of this Lease and each and all of its provisions in which performance is factor.

(d) **Quiet Enjoyment.** So long as County is not in default hereunder, County shall have the right to quiet and peaceful enjoyment and possession of the Premises during the entire term of this Lease, subject to all of the terms and conditions of this Lease.

(e) **Entire Agreement.** This Lease is the final and complete expression of the Lessor and the County relating in any manner to the leasing, use and occupancy of the Premises and other matters set forth in this Lease. No prior agreements or understanding pertaining to same matter shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Lessor and County.

(f) **Separability.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

(g) **Governing Law and Forum.** This Lease shall be governed by and construed in accordance with the internal laws of the State California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

(h) **Binding on Successors.** Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the County, and whatever the context permits or requires.

(i) **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.

IN WITNESS WHEREOF, Lessor has executed this Lease or caused it to be duly executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this Lease to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof the day, month and year first above written.

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer- Clerk
of the Board of Supervisors

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By: Francis E. Scott
Francis E. Scott
Principal Deputy

LESSOR

RALPHS TRUST
(Fed No. 77-60-70-796), comprised
of the following trustees.

By: Ronald A. Ralphs
Ronald A. Ralphs

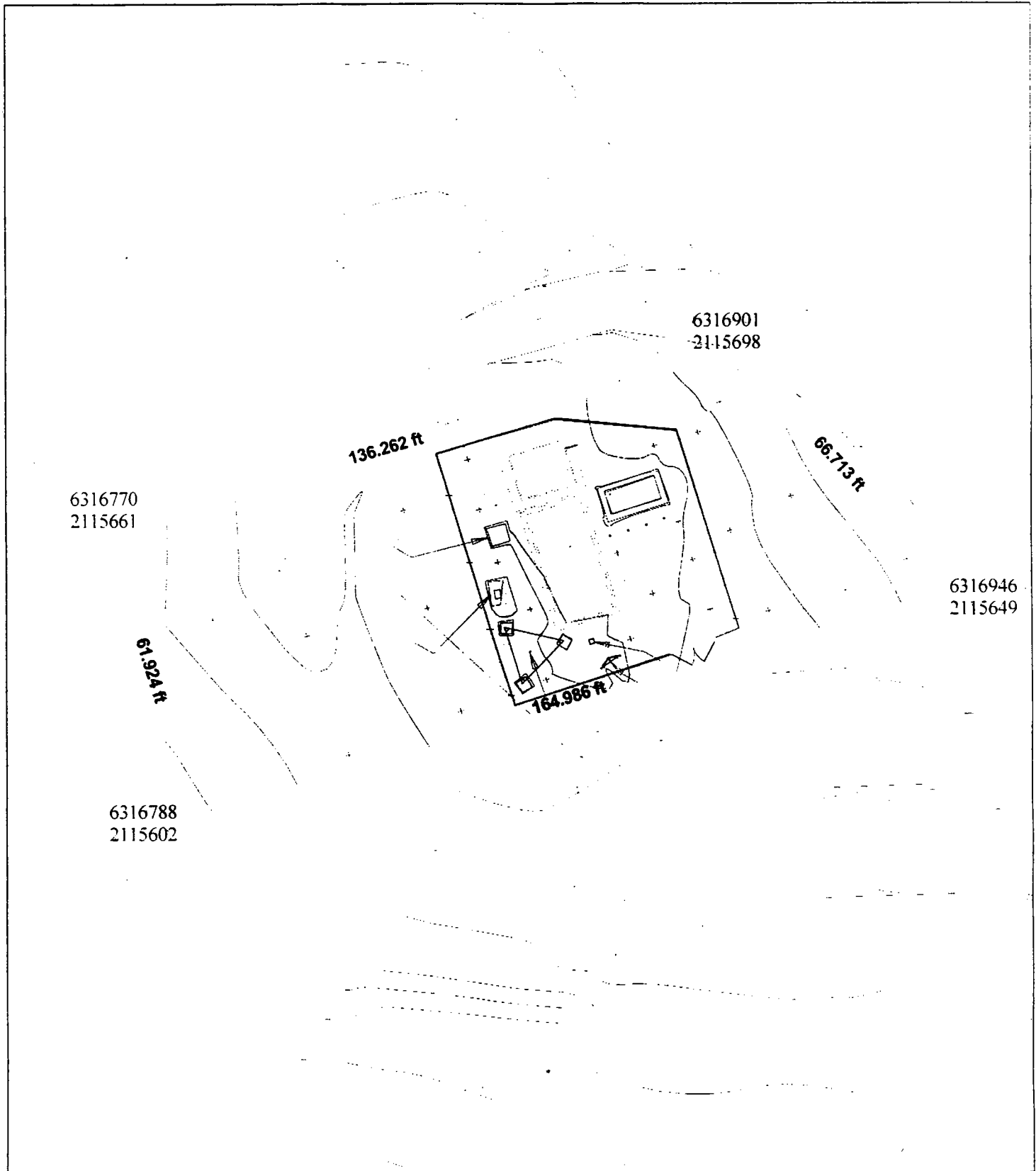
By: C. Douglas Ralphs
C. Douglas Ralphs

By: Ruth M. Ralphs
Ruth M. Ralphs

By: Steven C. Soper
Steven C. Soper

By: James L. Ralphs
James L. Ralphs

ralphs-trust-lease



**Tejon Peak Communications Site
Ralphs Trust
Exhibit "A"**

New Lease



January 15, 2004
Mark Greninger (213) 974-5735
LA Co Urban Research
USGS Quad Map data from USGS. Parcel Data from LA Co Assessor

**TELECOMMUNICATIONS SITE SUBLEASE
TEJON PEAK MICROWAVE FACILITY**

THIS SUBLEASE AGREEMENT ("Agreement"), made and entered into in duplicate original this ____ day of _____, 2004 (the "Effective Date"),

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County";

AND

SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, hereinafter referred to as "Edison";

WITNESSETH:

WHEREAS, County and James L. Ralphs ("Ralphs") entered into that certain Lease Agreement dated June 8, 1953 (the "Lease"), wherein County leased from Ralphs certain land, located in the unincorporated portion of the County of Los Angeles, as further described in Exhibit "A" attached hereto (the "Land");

WHEREAS, County and Edison entered into an agreement on October 13, 1953 (the "Agreement"), which ran concurrently with the Lease, and granted Edison, among other things, the right to use and occupy the Land to construct, install, operate and maintain, at its cost, a communications building, microwave tower, standby/ancillary equipment, an access road, and an underground power line to support the microwave communication systems;

WHEREAS, Pursuant to the Agreement Edison constructed, installed, operates, maintains and owns on the Land a 192 square foot communication building, a 65 foot microwave tower, underground power and fiber optic cables to support its microwave communications systems, (the foregoing facilities are sometimes collectively referred to herein as the "Edison Facilities");

WHEREAS, In consideration of the rights granted by County to Edison under the Agreement, Edison consented to the County's use of a portion, not to exceed one-half (½) of the space in said communication building and microwave tower for the installation and use of the County's radio and microwave equipment, appurtenances, and electric service in consideration of the County granting Edison those rights;

WHEREAS, the County constructed, maintains and owns facilities consisting of 92 square foot generator building, standby generator, fuel tank and other associated equipment for the common good of both parties, (the foregoing facilities are sometimes collectively referred to herein as the "County Facilities");

WHEREAS, the Lease and the Agreement have since expired, and County now desires to enter into a new master lease for a portion of the Land with Ralphs Trust, as successor-in-interest to Ralphs. In addition, Edison and County desire to enter into this Agreement, to renew, re-affirm and further describe each other's rights and obligations with respect to the portion of Land, Edison Facilities and County Facilities;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. PREMISES

County hereby subleases to Edison and Edison hereby rents from County on the terms and conditions set forth herein, those portions of Land currently fenced with an area of approximately 2,600 square feet, previously improved by Edison at its cost, as a microwave communication facility site commonly referred to as Tejon Peak microwave site (the "Premises"), as shown on Exhibit "B" attached hereto and incorporated by this reference.

2. PURPOSE

2.01 The sole purpose of this Agreement is to: (A) allow Edison during the term of this Agreement and any extension thereof (i) the right to use, maintain and operate the communication building, microwave tower and any other Edison Facilities previously constructed by Edison; (ii) the right to use and maintain the Premise's access road which extends from a junction with an existing Edison patrol road in a general northwesterly direction through Sections 8 and 9, Township 8 North, Range 18 West, S.B.B. & M., to the Premises; (iii) the rights granted to Edison by easement to operate, maintain and use an existing underground power line located between Edison's Gorman Substation and the Premises; (iv) the right to use and enjoy, at no additional cost or expense, County Facilities; and (B) to reconfirm County's use of an equal portion of the communication building, including but not limited to, a mutually suitable portion of the microwave tower space.

2.02 The site plot plan and equipment layout are identified and depicted on Exhibits; B-1 and B-2, attached hereto and by this reference incorporated herein.

3. TERM

3.01 The term of this Agreement shall be for a period of five (5) years commencing upon the approval by the Board of Supervisors, and expiring five (5) years thereafter. Edison shall have the option to renew this Agreement for an additional period of five (5) years under the same terms and conditions, so long as the County elects to exercise its five year option to renew the lease of the Premises.

3.02 In the event Edison holds over beyond the end of the term herein provided, or any renewal thereof, this Agreement shall be from month-to-month only, subject to the terms and conditions of this Agreement.

4. **CONSIDERATION**

4.01 Edison hereby agrees to pay in advance as initial yearly rent to the County the sum of Seven Thousand Two Hundred and No/100 Dollars (\$7,200) per year.

4.02 Rental payments shall be made in advance commencing upon the date of approval of the Agreement by the Board of Supervisors, with subsequent annual rent payments due on the second (2nd) anniversary of the Agreement's term, and each successive one (1) year period thereafter, and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to:

**County of Los Angeles
Auditor-Controller, Administrative Services,
500 West Temple Street, Room 514
Los Angeles, CA 90012
Attn: Franchise/Concessions Section**

Note: Please include in Payment Identification Data Section on your check stub, the Sublease number, site name and address.

5. **RENTAL ADJUSTMENT**

5.01 Commencing with the second (2nd) anniversary of the Agreement's term, and for each successive one (1) year period thereafter, the initial yearly rent amount set forth in Paragraph 4.01 shall be subject to adjustment in accordance with the formula set forth in Paragraph 5.02. The "Base Index" shall be the index published in the month immediately preceding the month in which the term commences.

5.02 The method for computing the adjustment shall be by reference to the Consumer Price Index ("CPI") for all Urban Consumer for the Los Angeles-Long Beach-Anaheim Metropolitan area, all items published by the United States Department of Labor, Bureau of Labor Statistics, Base 1982-1984, hereinafter referred to as "Index".

The adjustment shall be calculated by multiplying the initial yearly rent (\$7,200 per year), by a fraction, the numerator being "New Index," which is the Index published in the month immediately preceding the month the adjustment is to be effective, and the denominator being the "Base Index," which is the Index published the month immediately preceding the month in which the Agreement commenced. The formula shall be as follows:

$$\frac{\text{New Index}}{\text{Base Index}} \times \$7,200 = \text{Annual Rent}$$

If the Index is changed so that the base year of the Index differs from that used at the Effective Date of this Agreement, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of this Agreement, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

In no event shall the annual rent adjusted based upon the CPI formula set forth in Paragraph 5.02 result in an increase greater than three percent (3%) of the annual base year rent.

6. TAXES

Edison recognizes and understands that the rights granted by the Agreement to occupy County leased property may create a possessory interest subject to real property taxation and/or assessment thereon. In such event, Edison shall pay before delinquency, all taxes or assessments which at any time may be levied by the State, County, City or any other assessment-levying body upon the Premises and any improvements or fixtures located thereon.

7. ALTERATIONS, IMPROVEMENTS AND MAINTENANCE

7.01 Edison acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the intended use. Edison accepts the Premises in its present physical condition and agrees to make no demands upon County for any repair, improvement or alteration thereof.

7.02 Any future expansion of the Premises for telecommunication purposes to be utilized by Edison would be considered for review and approval by the County under the following conditions: (i) Any new telecommunication facility to be constructed and installed would be contained within the existing fenced area (approximately 2,600 square feet) subleased by Edison; (ii) Edison, at its sole cost, would be responsible for constructing, installing, maintaining, operating and repairing any new facility, which may include, but not be limited to - a communication building, microwave tower, a standby emergency generator building/equipment, and any other ancillary telecommunication equipment or components required to operate Edison's telecommunication system; (iii) Edison, at its cost, would provide the County for its review, any required report, study, and/or plan, detailing the proposed site expansion; (iv) The County would be granted use of up to fifty percent (50%) of the communication building, a mutually suitable portion of the new microwave tower, and all electric power needs to serve County's equipment, all at no County cost. The County, at its sole discretion, shall have the right to deny or approve said expansion project, without incurring any obligation or liability for its decision.

8. INSTALLATION

Edison and County shall install its equipment at its own expense and risk. Antenna(s) shall be located and mounted as specified and agreed upon by both Edison and the County. Edison and the County shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Edison and the County shall not alter, modify, or in any way change the other's property without first receiving written permission, which shall not be unreasonably withheld.

9. OPERATIONAL RESPONSIBILITIES

Edison and County shall:

(a) At all times hold a valid F.C.C. license for the permitted use and shall comply with all applicable City and County ordinances and all applicable State and Federal laws, and in the course thereof; obtain and keep in effect all permits and licenses required to conduct the permitted activities on the Premises.

(b) Conduct the permitted activities in a courteous and non-profane manner, operate without interfering with the use of the facilities by County, except as herein permitted, and remove any agent, servant or employee who fails to conduct permitted activities in the manner heretofore described.

(c) Maintain the Premises to the conditions that existed prior to the commencement of the permitted activities, other than for ordinary wear and tear or damage or destruction by the acts of God beyond the control of Edison. The Premises shall be kept neat and clean by each party and ready for normal use by each party.

(d) Upon expiration, cancellation or termination of this Agreement for any reason, Edison shall remove, at no cost to County, any and all equipment and improvements constructed and installed by Edison and restore the entire Premises to its condition prior to the execution of this Agreement or previous agreements mentioned above except, however, County may approve, in writing, any deviation from this requirement.

10. EMERGENCY ACCESS

Edison and County agrees to permit the other party's authorized agents free access to the demised Premises at all times for the purpose of inspection and/or for making emergency improvements or repairs to the Premises.

11. ACCESS ROAD

County hereby grants to Edison, a nonexclusive right to use and maintain, at its sole risk, during the term of this Agreement and any extension thereof, the access road which serves the Premises. Edison acknowledges that the County shall not be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage, as a result of any negligent or non negligent acts pertaining to the use of the access road. County acknowledges that Edison shall not be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage, as a result of any negligent or non negligent acts pertaining to the County's use of the access road. Said right shall be given only to Edison's approved representative(s). County shall notify Edison's Telecommunications Control Center at (949) 587-5500 in the event the access road becomes impassible. Edison agrees to restore access to the Premises within a reasonable amount of the time, after notification takes place.

12. POWER

Electrical power, including auxiliary power, is available to the Premises. County, however, is not liable for any failure, interruption or disturbance in the power supply. Any connection or use of such electric service by Edison and the County shall be at Edison's sole cost.

13. SECURITY AND ACCESS

The Premises will be locked for security purposes. Access by Edison and the County to the Premises is subject to County and Edison contacting the other party's Telecommunications Control Center upon entering and leaving the Premises. Premises is equipped with an Edison alarm system. Upon each entry to the Premises, County's and Edison's approved representative shall sign and date Edison's and the County's entry log for the site. Said logs shall be kept at the site. Edison and County agree to post appropriate contact information in a visible area.

14. TELEPHONE

Telephone service is available at the Premises and any connection or use by Edison of such service shall be at Edison's sole cost and expense.

15. INSURANCE

Without limiting Edison's obligations to County, Edison shall provide and maintain, at its own expense during the term of this Agreement, unless self-insured, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to the County Risk Manager, shall be delivered to the Chief Administrative Office, Real Estate Division, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that County is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance.

(a) **General Liability**: A program of insurance which shall be primary to and not contributing with any other insurance maintained by County, shall name the County of Los Angeles as an additional insured, and shall include, but not be limited to:

(1) Comprehensive general liability insurance endorsed for premises-operations, products/completed operations, contractual, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.

(b) **Workers' Compensation**: A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of Edison and all risks to such persons under the Agreement.

(c) **Fire Legal Ability**: A program in an amount of not less than \$50,000 with a loss payee endorsement in favor of the County of Los Angeles as its interest may appear. Such coverage may be provided under the policy for general liability.

16. FAILURE TO PROCURE INSURANCE

Failure on the part of Edison to procure or maintain required program(s) of insurance shall constitute a material breach of contract upon which County may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Edison to County upon demand.

17. HOLD HARMLESS CLAUSE

Edison and County agree to indemnify, defend, save and hold harmless each other, its elected officials, officers, employees and agents from and against any and all liability and expense, including reasonable defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with each party's operations, or its services hereunder, including any Workers' Compensation suits, liability, or expense, arising from or connected with services performed on behalf of

each party by any person pursuant to this Agreement, except such liability and expenses caused by the sole negligence or willful misconduct of each party, its elected officials, officers, employees or agents.

18. **LIABILITY**

County shall not be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage, as a result of any failure, interruption or disturbance to Edison's radio transmission, arising from County-inflicted accidental damages to Edison's equipment. County shall reimburse any expense reasonably incurred by Edison for such damages to the equipment. Edison shall not be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage, as a result of any failure, interruption or disturbance to County Facilities arising from Edison-inflicted accidental damages to the County's Facilities. Edison shall reimburse any expense reasonably incurred by County for such damages to the equipment.

19. **NOTICES**

Notices desired or required to be given by this Agreement or by any law now in effect may be given by enclosing the same in a sealed envelope, Certified Mail - Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to Edison as follows:

**Southern California Edison Company
14799 Chestnut Street,
Westminister, CA 92683 -5240
Attention: Corporate Real Estate**

or such other places in California as may hereinafter be designated in writing by Edison. The notices, Certificate of Insurance and envelope containing the same to the County shall be addressed as follows:

**County of Los Angeles
Chief Administrative Office - Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager, Property Management
Phone: (213) 974-4200 - Fax: (213) 217-4968**

20. EQUIPMENT REMOVAL

Edison shall remove all of its personal property and restore the Premises to its original condition within sixty (60) days of any expiration, termination or cancellation of this Agreement. If Edison does not remove all of its equipment and improvements within sixty (60) days pursuant to Paragraph 9(d), County may, but shall not be required to, remove Edison's equipment at Edison's expense. Edison shall reimburse County within thirty (30) days of receipt of an itemized accounting of the cost for removal of personal or real property. County shall incur no liability for any damage to Edison's equipment during removal or storage. If Edison does not claim its equipment within thirty (30) days of the expiration, termination or cancellation of this Agreement such equipment shall become the property of County. County shall remove all of its personal property from the communication room and tower prior to any such expiration, termination or cancellation of this Agreement, if County does not remove all of its equipment from Edison's owned building and tower, Edison shall remove said personal property at County's expense.

21. INDEPENDENT STATUS

This Agreement is by and between County and Edison and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Edison. Edison understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with services performed on behalf of Edison pursuant to this Agreement.

22. EMPLOYEES

All references to "Edison" and "County" in this Agreement are deemed to include the employees, agents, assigns or contractors involved in any manner in exercise of the rights herein given to the undersigned.

23. ASSIGNMENT

Edison shall not, either directly or indirectly give, assign, hypothecate, encumber, transfer, or grant control of this Agreement or any interest, right, or privilege therein, or sublet the whole or in part. In the event Edison shall attempt to assign or transfer the same in whole or in part, all rights hereunder shall immediately terminate.

24. DEFAULT

Edison agrees that if default shall be made in any of the terms or conditions herein contained, County may forthwith revoke and terminate this Agreement.

25. CANCELLATION

County reserves the right to cancel this Agreement upon giving a one hundred eighty (180) day prior written notice to Edison, without incurring any liability by the County whatsoever, in the event it determines it no longer requires to lease the Premises. County agrees to assign its leasehold interests subject to Ralphs Trust consent, and sell its interest to County-owned facilities to Edison, based on a fair market value appraisal, if it determines it no longer requires to lease the Premises. Edison agrees to provide County with the first right to purchase its facilities if Edison no longer requires to sublease the Premises, based on a fair market value appraisal. Upon such cancellation pursuant to this Paragraph 26, County shall repay the prepaid portion of the consideration paid by Edison.

26. HAZARDOUS MATERIALS

Definition: For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

27. WARRANTIES AND REPRESENTATIONS

27.01 Edison hereby warrants and represents that it shall comply with all applicable federal, state and local laws and regulations concerning Edison's use, release, storage and disposal of hazardous substances on the Premises.

27.02 Edison agrees to remediate, at its sole cost, all hazardous substance contamination on the subleased Premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of Edison's equipment and/or facility. Edison does not agree to remediate any hazardous contamination that is found to have been caused by the action or inaction of the County or its representatives unless required to do so under applicable law.

27.03 Should the presence or release of hazardous substances on the Premises and/or subject property be discovered, which is conclusively determined to be caused by Edison and which threatens the health and safety of County's agents, officers, employees or invitees, it shall entitle County to immediately terminate this Agreement. In the event of such termination, Edison shall not be obligated for any further rental and County shall refund any unearned rent paid in advance by Edison calculated at a daily rate based on the regular annual rental.

Edison and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Edison, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Edison or any County lobbyist or County lobbying firm retained by Edison to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this agreement upon which County may immediately terminate or suspend this Agreement.

[illegible]

IN WITNESS WHEREOF, Edison has executed this Agreement or caused it to be duly executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof the day, month and year first above written.

ATTEST:

COUNTY OF LOS ANGELES

VIOLET VARONA-LUKENS
Executive Officer- Clerk

By: _____
Chairman, Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By: Francis E. Scott
Francis E. Scott
Principal Deputy, County Counsel

SOUTHERN CALIFORNIA EDISON
COMPANY

By: Thomas A. Cuthbertson
Thomas A. Cuthbertson

Date: 3/17/04

EXHIBIT "A"

THAT CERTAIN PARCEL OF LAND THREE HUNDRED (300) FEET BY THREE HUNDRED (300) FEET IN SIZE SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOW:

THAT PORTION OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 18 WEST, S.B.B. & M., IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE UNITED STATES GEODETIC SURVEY TRIANGULATION STATION TEJON, LATITUDE $34^{\circ} 48' 11.607''$, LONGITUDE $118^{\circ} 48' 53.673''$, NORTH AMERICAN DATUM; THENCE NORTH 70.41 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $84^{\circ} 56' 10''$ WEST 86.24 FEET; THENCE SOUTH $5^{\circ} 03' 50''$ WEST 300.00 FEET; THENCE SOUTH $84^{\circ} 56' 10''$ EAST 300.00 FEET; THENCE NORTH $5^{\circ} 03' 50''$ EAST 300.00 FEET; THENCE NORTH $84^{\circ} 56' 10''$ WEST 213.76 FEET TO THE TRUE POINT OF BEGINNING, AND BEING THE LANDS DESCRIBED IN SAID LEASE AGREEMENT DATED JUNE 8, 1953 FROM JAMES L. RALPHS TO THE COUNTY OF LOS ANGELES.



New Sublease
Existing Fence Line

20 0 20 Feet

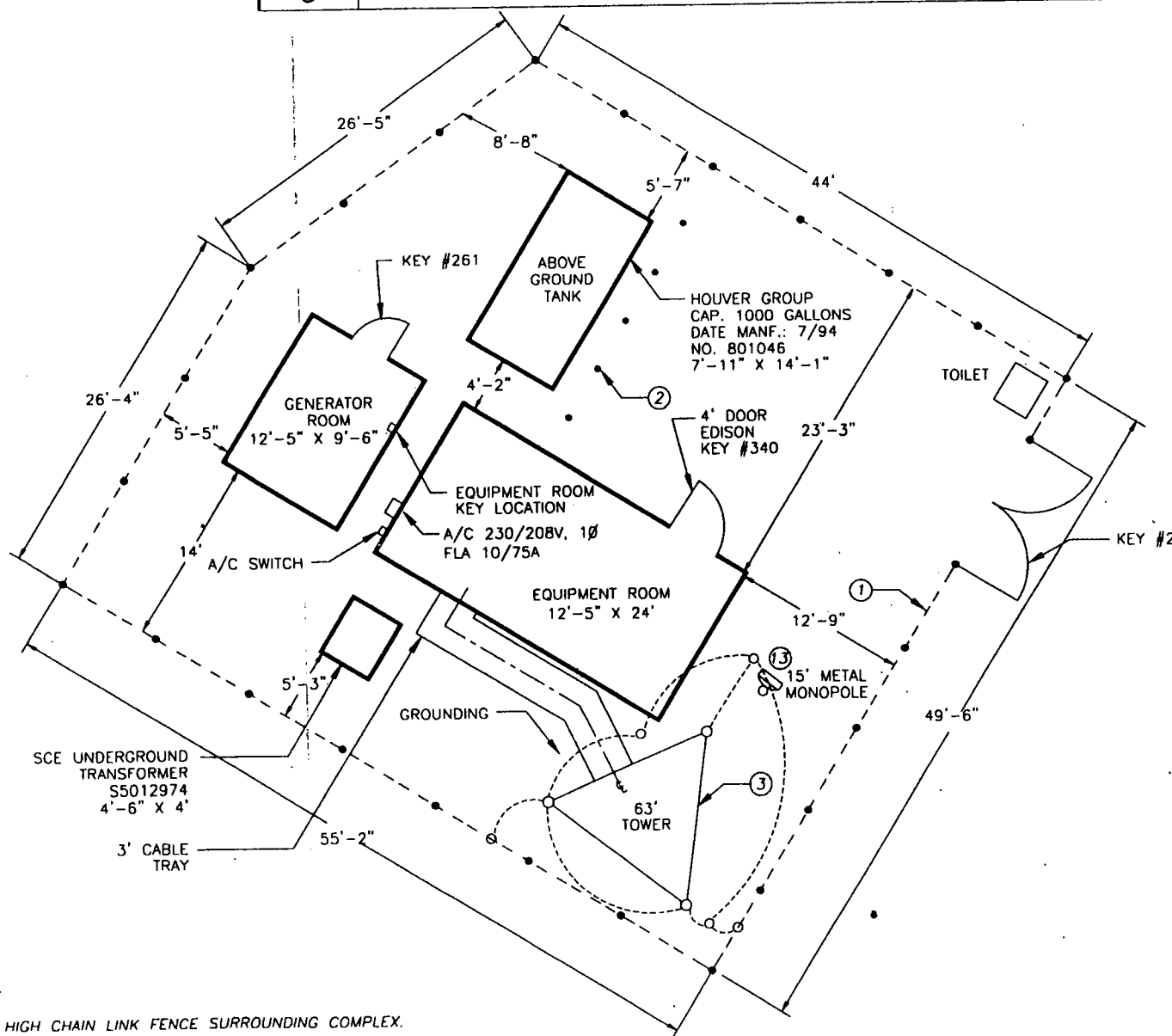


January 15, 2004
Mark Greninger (213) 974-5735
LA Co Urban Research

USGS Quad Map data from USGS. Parcel Data from LA Co Assessor.

EXHIBIT R-1

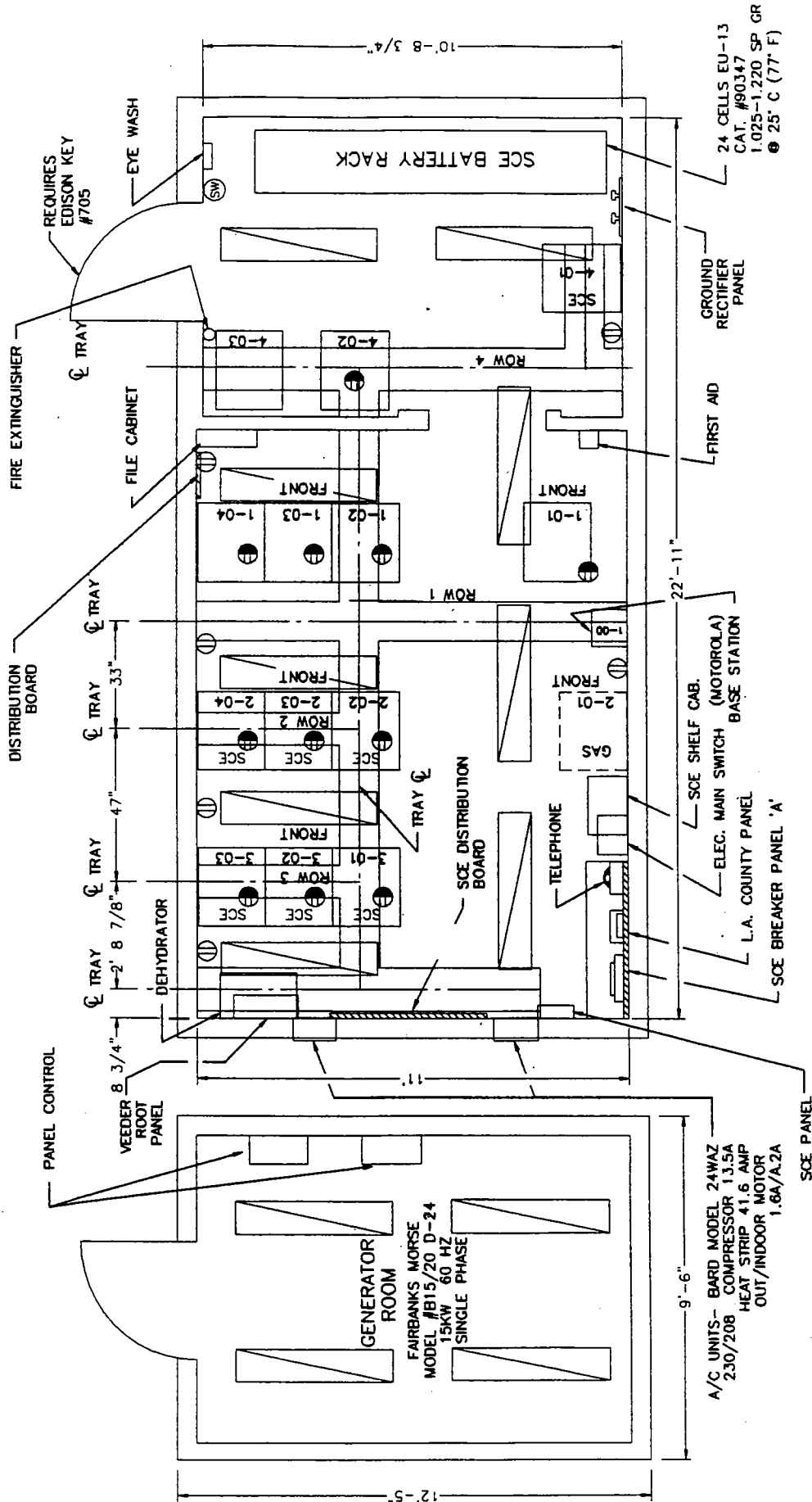
REV	SYM	REVISION DESCRIPTION
C		REVISED TO REFLECT CURRENT CONFIGURATION



- NOTES:
- ① 8' HIGH CHAIN LINK FENCE SURROUNDING COMPLEX.
 - ② POLES ARE 4-1/2" DIA., TYP. 5 PL.
 - ③ BASE - 12'-6", 3 SIDES.

CHECKED:	S. WHANG	TITLE TEJON PEAK SITE PLOT PLAN
APPROVED:	R. YOUNG	

REV SYM	REVISION DESCRIPTION	DATE	APPROVAL
C	REVISED TO REFLECT CURRENT CONFIGURATION		



CHECKED: S. WHANG	TITLE	DRAWING NUMBER	REV
APPROVED: R. YOUNG	TEJON PEAK SITE EQUIPMENT LAYOUT	0912-15	C
		SCALE: 1/4"=1'-0"	3/23/98
		FTP-K-RM	SH 1